

February 13, 2003

Formal Complaint Division
Illinois Commerce Commission
527 East Capital Avenue
Springfield, Illinois 62701

RE: Formal Complaint NICOR's twice disruption of GAS service without NOTICE for routine scheduled maintenance / replacement of gas meter and gas regulator. Meter # 2638506 Account # 1-34-88-0264 4

Amended Complaint 12/09/2003 No. 03-0367

Dear Regulator:

This complaint dates back to June of 2002 and is as follows:

Defendant is a common person not completely knowledgeable with the Rules of The Court and is trying to defend himself on a complaint issued by The Village Of Mount Prospect in Housing Court as Complaint # L1-046-779 Failure to Provide Essential Services. The Facts Being:

That Defendant is a Real Estate Sales Person who travels through out the 5 County Chicago area to meet with Clients and Customers to sell Real Estate and is not always immediately available to respond to interruptions in gas service with out notification, has owned the property in question for over 2 years, it is a 25 year old 6 unit apartment building, that Defendant has made every effort to properly maintain the building. The property is inspected each year by both the Mount Prospect Fire Department and The Village of Mount Prospect including the interior of 33% of the apartments. The Defendant has responded quickly to any request from the Village of any improvements or to correct any deficiencies even those of a cosmetic nature not covered in their ordinances.

The matter is coming before this Court is due to NICOR'S negligence in twice interrupting Gas Service without any notifications for routine maintenance of Gas Meter or Regulator.

Page -1-

Tom Jakubik, Broker / Owner
RE/MAX Experts
1125 Weiland Road
Buffalo Grove, Illinois 60089
Office: (847) 353-7653
Mobile: (847) 274-9341
E-Mail: tomjakubik@remax.net
Each Office Independently Owned and Operated

mwp/ky

The first occurrence was approximately August of 2002, when NICOR mailed Defendant notice of a requirement to replace the Gas Meter and to contact them to coordinate an orderly replacement. The letter sent to Defendants office was sent in May with a response during June. Defendant returned from being out of town and on the 3rd of June. Upon his return, and before he could respond, Defendant received a telephone call from one of his tenants that there was no hot water, and further she said she saw a notice on the front entry door from NICOR concerning shutting off the gas. Defendant immediately contacted NICOR as to what was happening, Defendant was told that NICOR replaced the Gas Meter and that Defendant was required to assure NICOR that all tenants were available before NICOR would return and regain gas service. Defendant then contacted the Village of Mount Prospect to use their authority to move NICOR to regain gas service, Defendant contacted the Mount Prospect Police Department to gain their assistance, Defendant advised the tenants, who were home to contact both the Village and the Police Department all to no avail. Defendant further contacted NICOR'S President office to complain of the disruption and the attendant acknowledged the error and had a NICOR representative and two contractors go to 1711 Victoria, Mount Prospect and wait until the tenants returned, at about 7 p.m. that day the representative contacted me by cell phone to request I come to the building with any key available to give them access to the last apartment, which I did.

Defendant did not retain any written information since the chances of this disruption should be extremely rare.

The second occurrence was approximately October 23rd, 2002, when again I received a telephone call about 4 p.m. from a tenant the gas service was off, and that there was no heat or hot water, Once again called NICOR and was again told the NICOR would only regain gas service if I guaranteed that all tenants would have their apartments available. I stated that NICOR had caused this problem and that I was out of the area and could not guarantee all access. NICOR refused to respond, I then again contacted both the Village of Mount Prospect and The Mount Prospect Police and the Presidents office of NICOR for assistance, again to no avail. The Village of Mount Prospect also contacted NICOR and were told the same, their refusal to respond without guarantees. I contacted the Illinois Commerce Commission, they were unresponsive and failed to provide for my request the forms to file a formal complaint, The Village contacted me by Cell telephone and I advised him that I had an appointment and was about 2 hours away and that I could not be available until approximately 4p.m. with any keys I may have. (Note that upon purchase of this building several tenants did not give me keys to their apartments because of security concerns and the lease requirement that I give them 24 hour notice before I would need to enter their apartment for repairs.) The Village of Mount Prospect took their governmental powers, hired a lock smith and entered the building at 1711 Victoria with a representative of NICOR to return gas service. The village then served Defendant with a Citation for FAILURE TO SUPPLY ESSENTIAL SERVICES, demanding I appear in COURT to answer.

Defendant has always paid any utility bills promptly, NICOR must have to serve several written notices before they disrupt service. The Village of Mount Prospect has an obligation to protect the residents and the owners of residential dwellings from Negligent occurrences from a third party. The Village of Mount Prospect chose to punish Defendant rather than the party who twice disrupted gas service. It seems easier to cite a Customer of Mount Prospect and not the Large NICOR gas company who has a government sectioned monopoly and that Defendant has no choice, and can not change to a more reliable supplier.

At trial on November 21st, 2002 after the Court hearing testimony the Court Ordered the Prosecutor to prepare The ORDER. The Court stated that this matter was more involved than at first presented and The Court stated that it wanted a Representative from NICOR at the Feb. 3rd, 2003 Trial and Further that the Court Ordered NICOR to comply with the SUBPOENA. The Court also stated that upon hearing all the facts that the court would fine the appropriate Party. The Defendant believed that statement of the Court to mean any of the three participants, Defendant Thomas Jakubik, Defendant NICOR or Plaintiff the Village of Mount Prospect. With that Defendant believed that NICOR was to be a Defendant in this action and the Village Prosecutor may have failed in completing the order of November 21st, 2002 in that the Prosecutor did not amend the CITATION L1-046-779 to include NICOR as a Defendant.

At the January 8th, 2003 Court appearance the Attorney for NICOR, John Roth, Stipulated to me, The Judge and the Village Attorney that these repairs were routine maintenance and NOT EMERGENCES.

Nicor prevailed in the Courts Dismissal of NICOR from the Complaint.

I have spent many hours litigating this with the Village of Mount Prospect

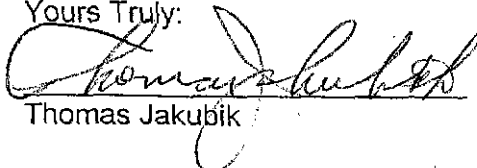
I have contacted NICOR many time to resolve this matter

I have incurred financial expense in loss of rent, attorney expenses

If this does not fall under your preview please direct me to where I can get a copy of the regulations that NICOR must adhere to and litigate these issues.

Thomas Jakubik
1125 Weiland Road
Buffalo Grove, Illinois 60089
847-353-7653
Fax 847-913-1129
Cell 847-274-9341
E-mail tomjakubik@remax.net

Yours Truly:



Thomas Jakubik

a:IllinoiscommercecomplaintNICOR.1711VictoriaMount Prospect
sent regular and certified mail